State of New Hampshire
Department of Administrative Services
SURPLUS DISTRIBUTION SECTION
12 Hills Avenue, Concord, NH 03301
Tel (603) 271-2602

AGREEMENT
FOR DISTRIBUTION AND USE OF USDA DONATED COMMODITIES

In order to effectuate the programs of the United States Department of Agriculture for the donation of food commodities, the Surplus Distribution Section and

Recipient Agency: St. Casimir School Customer No. 00270

Street and Number: 456 Union St Kathy Philbert
Name of Contact Person

City and State: Manchester, N.H. 623-6411
Telephone No.

do covenant and agree as follows:

GENERAL PROVISIONS

1. Commodities will be requested and accepted only in such quantities as can and will be used in accordance with the rates and recommended period of utilization designated by the Surplus Distribution Section. Commodities shall not be sold, exchanged or otherwise disposed of without the consent of the Surplus Distribution Section. However, Commodities may be transferred between recipient agencies upon the authorization of the Surplus Distribution Section if determined to be in the best interest of the distribution program.

2. A quantity of any donated commodity received by a recipient agency may be transferred by the recipient agency to bona fide experimental or testing agencies, or for the use in workshops for demonstrations or tests relating to the utilization of such commodity by the recipient agency. No such transfer may be made without prior approval of the Surplus Distribution Section.

3. Commodities shall be distributed only to recipient agencies eligible to receive them under the regulations and policies of the U.S.D.A. (SEE ELIGIBILITY)

The Surplus Distribution Section shall be responsible for limiting distribution of Section 6 commodities to those schools participating in the National School Lunch Program, on the basis of the average number of daily Type A Lunches served as evidenced by information provided by September 1, and supplemented subsequently by the Director, School Lunches.

4. The recipient agency agrees to promptly pay such reasonable service charges as are assessed by the Surplus Distribution Section to cover storage, processing, handling and delivery costs to predetermined delivery points. All funds accruing from the sale of containers, salvage of commodities, insurance, or the recoveries from loss or damage claims shall be used for the payment of expenses of the commodity distribution program.

5. Commodities shall not be distributed to any recipient agency whose normal food expenditures are reduced because of the receipt of commodities, except that this provision shall not apply to the distribution of Section 6 commodities.

6. Adequate facilities and personnel shall be provided by the recipient agency for the proper care, handling, storage and distribution of commodities to properly safeguard against theft, spoilage and other loss. Failure to provide such care will require full restitution to and as determined by the Surplus Distribution Section. All loss and damage to commodities or complaints shall be reported immediately to the Surplus Distribution Section for prompt handling. Upon the happening of an event to creating a claim in favor of the recipient agency from loss or damage of commodities caused by a warehouseman, carrier or other person, the recipient agency shall take all necessary action to obtain restitution. All amounts collected by such action shall be reported to and used only in accordance with instructions from the Surplus Distribution Section.

7. Commodities found to be damaged or out of condition and determined to be unfit for human consumption by Federal, State or local health officers or by other competent persons, shall be disposed of only in accordance with instructions from the Surplus Distribution Section.

8. Recipient agencies may employ commercial or institutional facilities to process commodities by converting them into different end products or by repackaging them. When this is done recipient agencies shall be required to enter into written agreements with such process facilities but not until prior approval has been obtained from the Surplus Distribution Section. All such converted or repackaged commodities shall be plainly labeled "Contains Commodities Donated by The U. S. D. A. – Not to Be Sold Or Exchanged."

9. All books and records pertaining to the receipt and use of commodities shall be kept for a period of three years from the close of the federal fiscal year to which they pertain.

10. The Surplus Distribution Section and the U. S. Department of Agriculture reserve the right to inspect commodities in storage, the facilities used for storing such commodities and all records and reports pertaining to the distribution of commodities at any reasonable time.

11. The Recipient Agency assures the Surplus Distribution Section that in its administration of Distribution Programs, it will comply with all requirements imposed by or pursuant to part 15, Subpart A of Title 7, CFR, of the regulations of the United States Department of Agriculture (29 FR 16274) including any amendments thereto after the date of this agreement Federal food assistance is extended in reliance on the representations make herein.

The Surplus Distribution Section reserves the right to discontinue immediately further shipments of United States Department of Agriculture donated foods to a Recipient Agency which fails to comply with the general intents and purposes set forth in this agreement, or any instructions issued pursuant thereto. Either the Surplus Distribution Section or the United States Department of Agriculture, or both, shall have the right to take further action through available means when considered necessary, including prosecution under applicable State and Federal statutes or other judicial means of enforcement. U. S. D. A. commodities will not be made available to agencies that practice discrimination in service, facilities or employment of persons because of race, color or national origin.

12. This agreement shall be effective when executed by both parties and shall continue in effect until terminated as provided herein. Either party hereto may, by giving at least (30) thirty days written notice, terminate this agreement: Provided, that upon receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the recipient agency, the Surplus Distribution Section may terminate this agreement immediately by notice in writing to the recipient agency. Subject to such notice of termination or cancellation, recipient agency agrees to comply with the instructions of the Surplus Distribution Section either to distribute or redonate all remaining inventories or USDA donated commoditites in accordance with the provisions of this agreement; and to transmit such reports as are required by the Surplus Distribution Section to record the final disposition of such inventories. Recipient agencies will be held accountable for any losses occurring prior to the date of termination which may be revealed in a final closeout audit of the recipient agency operation.

ELIGIBILITY

A) National School Lunch Program	
– Public schools	Section 6, 32, 416
– Private schools (tuition under $1500 annually)	Section 6, 32, 416
– Public or licensed nonprofit Child Care & Residential Child Cares	Section 6, 32, 416
Approval Agency	State Dept. of Education
B) Summer Food Service Program for Children	
– Private or public school food authority	Section 32, 416
– Local, municipal or county government	Section 32, 416
– Residential summer camps that meet poor economic condition criteria	Section 32, 416
Approval Agency	State Dept. of Education
C) Commodity Only Summer Camps	
– Nonprofit summer camps that do not meet the poor economic condition criteria	Section 32, 416
Approval Agency	Surplus Distribution Sect.
D) Charitable Institutions	
– Non penal, non-educational public, state and local	Section 32, 416
– Nonprofit tax-exempt private hospitals; other nonprofit non-educational tax exempt private institution organizations for charitable purposes	Section 32, 416
– State prison, state hospital	Section 32, 416
Approval Agency	State Surplus Distribution Sect.
E) Nutrition Program for the Elderly	
– Senior citizen feeding programs	Section 32, 416
Approval Agency	State Office on Aging
F) Temporary Emergency Assistance Programs	
– Mass distribution of food to persons classified as "needy"	
Approval Agency	State Surplus Distribution Sect. & Belknap/Merrimack Community Act. Program

Civil Rights

"The recipient agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Age Discrimination Act of 1975 (P.L. 94-135) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the program applicant by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements make in this assurance.

By accepting this assurance, recipient agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurace. This assurance is binding on the recipient agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the program applicant."

Sister Joan Mary Korzeniewski — Principal

Signature of Authorized Representative of Recipient Agency — Title

Gerald Bracken — Supervisor

Signature of Authorized Representative of Surplus Distribution Section — Title

Approved and Certified on 9 (MONTH) 12 (DAY) 86 (YEAR)